

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61163

HUD# 07-11-0654-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

BOB & DIANE HAGARTY

Geneva Towers

310 South 5th Avenue SE – Office

Cedar Rapids, Iowa 52401

GENEVA CORPORATION

310 South 5th Avenue SE – Office

Cedar Rapids, Iowa 52401

COMPLAINANT

DIANNE VOELZKE

310 South 5th Avenue SE Apartment 630

Cedar Rapids, Iowa 52401

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: The Complainant alleged Respondents discriminated against her by threatening to issue a termination of tenancy notice and telling Complainant they would not refund her \$200 security deposit. Respondents told Complainant her \$200 deposit would be used to clean Complainant's dog's urine and feces from the carpets in her apartment. Respondents own or manage the subject property, a 183-unit apartment complex at 310 South 5th Avenue SE Apartment 630, Cedar Rapids, Iowa 52401.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

10. Respondents agree to release Complainant from the terms of her rental agreement effective October 7, 2011. Respondents agree to waive \$43.45 in rent Complainant owes for the dates October 1, 2011 through October 7, 2011. Respondents also agree not to seek any monies from Complainant for terminating the rental agreement before its expiration date on October 31, 2011.

11. Respondents agree upon receiving a copy of Complainant's signed Predetermination Settlement Agreement, Respondents will refund Complainant her \$200 pet deposit and \$144 security deposit within 24 business hours. Respondents also agree to send a copy of the check to the Commission, to the

attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

12. Respondents agree they will not pursue recovery against Complainant in small claims court or in any other process or proceeding for any damages or cleaning issues related to Complainant's apartment 630.

Signatures on Following Page (Page 4)

Geneva Corporation, RESPONDENT Date

Bob Hagarty, RESPONDENT Date

Diane Hagarty, RESPONDENT Date

Diane Voelzke, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to C \$1,036

\$43.45 waived rent October 1 through October 7, 2011.

\$148.55 waived rent by releasing C from the terms of her lease Agreement 21 days early.

\$344 security and pet deposit refunded to C so she could afford to move despite

\$500 to fix extensive damage to C's flooring from dog urine and feces.